

United States Bankruptcy Court District of Idaho, at TWIN FALLS

PROOF OF CLAIM

Name of Debtor:
**LYNN KETTERLING DBA KETTERLING
FARMS AND JEANNE KETTERLING**

Case Number:
03-41318

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to U.S.C. § 303.

Name of Creditor (The person or other entity to whom the debtor owes money or property): **FORD MOTOR CREDIT COMPANY**

Name and Address where notices should be sent:
**FORD MOTOR CREDIT COMPANY
DRAWER 55-953
P.O. BOX 5500
DETROIT, MI 48255-0953**

Account or other number by which creditor identifies debtor: **480630000002086914**

Check here ☐ replaces
If this claim ☐ amends a previously file claim dated _____

1. BASIS FOR CLAIM:

- ☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

- ☐ Retiree benefits as defined in U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS#: _____
Unpaid compensation for service performed

from _____ to _____
(date) (date)

2. Date debt was incurred:
7/27/99

3. If court judgment, date obtained: _____

4. Total Amount of Claim at Time Case Filed: **\$ 8,546.39** * Plus interest and costs.
if all or part of your claim is secured or entitled to priority, also complete Item 5 and 6 below.
☐ Check this box if claim includes interest or other charges in addition to principal amount of the claim.
Attach itemized statement of all interest or additional charges.

5. SECURED CLAIM:

- ☒ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☒ Motor Vehicle
☐ Other _____

**1999 FORD EXPEDITION
VIN # 1FMPU18L3XLC47394**

Value of Collateral: **\$ 16,825.00**
* Other Costs Relating to the value of
Collateral (describe): **\$ N/A**

Amount of arrearage and other charges at the time case filed
including in secured claim, if any:

\$ 555.70

* Interest at **8.79 %** Per Annum

6. UNSECURED PRIORITY CLAIM:

- ☐ Check this box if you have an unsecured priority claim
Amount entitled to priority \$ _____
☐ Wages, Salaries, Or commissions (up to \$4,300), * earned within
90 day before filing of the bankruptcy petition or cessation of
the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4)
☐ Up to \$1,950* of deposits toward purchase, lease, or rental of
property or services for personal, family, or household use - 11
U.S.C. § 507 (a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former
spouse, or child - 11 U.S.C. § 507 (a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8)
☐ Other Specify applicable paragraph of 11 U.S.C. § 507 (a)().

* Amounts are subject to adjustment on 4/1/01 and every 3 years
thereafter with respect to cases commenced on or after the date
of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: Attached copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien.
DO NOT SEND ORIGINAL DOCUMENTS. If documents are not available, explain.
If the documents are voluminous, attach a summary.
9. Date - Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date


8/5/2003

Sign and print the name and title, if any, of creditor or other person authorized to file this claim. (Attach copy of Power of Attorney, if any):

**FORD MOTOR CREDIT COMPANY
RICHARD J. HAYDEN, P.S.**

By: 
RICHARD J. HAYDEN P.S., President

This Space for Court
use only



Penalty for presenting fraudulent claim: Fine of up to \$500,000.00 or imprisonment for up to 5 years, or both. 18

ORIGINAL

IDAHO SIMPLE INTEREST VEHICLE RETAIL, INSTALMENT CONTRACT

DATE 07/27/99

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)
LYNN KETTERLING
JEANNE KETTERLING
100 N 160 W
PORETT, ID 83350

CREDITOR (Seller Name and Address)
YOUNG FORD, INC.
1096 E. MAIN
BURLEY, ID

JUL 29 1999

83318

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs)	Vehicle Identification Number	Use For Which Purchased
N	99 FORD	EXPEDITION		1FMU18L3XLC47394	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	95 FORD	7698.10	0.00
	Year and Make	Gross Allowance	Amount Owed

1. Cash Price..... \$31900.00 (1)

2. Down Payment

Manufacturer's Rebate Assigned to Creditor..... \$ N/A

Cash Down Payment..... \$ N/A

Pickup Payment Due..... 19 \$ N/A

Trade-In (description above)..... \$ 7698.10

Total Down Payment..... \$ 7698.10 (2)

3. Unpaid Balance of Cash Price (1 minus 2)..... \$24201.90 (3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

To Public Officials

(i) for license, title & registration fees \$ N/A

(ii) for filing fees \$ 8.00

(iii) for taxes (not in Cash Price) \$ 1210.10

To Insurance Companies for:

Vehicle Insurance..... \$ N/A

Credit Life Insurance..... \$ N/A

Credit Disability Insurance..... \$ N/A

TOT SERVICE CONT. TO VEH. SRV CONT...... \$ 1395.00

To..... for..... \$ N/A

To..... for..... \$

To..... for..... \$

Total..... \$ 2613.10 (4)

5. Amount Financed (3 plus 4)..... \$ 26815.00 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$ 7698.10
8.79 %	\$ 6539.00	\$ 26815.00	\$ 33354.00	\$ 41052.10

Payment Schedule ☒ Number of payments **59** Amount of Each payment **\$ 555.90** When Payments are due **monthly starting 99**

Your payment schedule will be: ☐ 1st **11 SEP**

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You will have to pay a late charge on the portion of each payment received more than fifteen days late. The charge is 5 percent of the late amount or \$10.00, whichever is greater.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$20.00, whichever is less.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

[Signature] Buyer Signs *[Signature]* (Co) Buyer Signs

CONSUMER PAPER

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller **YOUNG FORD, INC.** By *[Signature]* Title *[Signature]*

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life..... \$ N/A Insurer.....

\$ N/A Premium Insured(s).....

Signature(s).....

☐ Credit Disability..... \$ N/A Insurer.....

\$ N/A Premium Insured.....

Signature.....

☐ N/A Type of Insurance..... \$ N/A Term.....

N/A Insurer..... \$ N/A Premium.....

Signature.....

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice of agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

☐ Comprehensive ☒ Deductible..... Collision.....

☐ Fire-Theft-Combined Additional Coverage.....

☐ Towing and Labor.....

☐ Term N/A Months (Estimate).....

Premium \$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS 98-001

IDAHO

CERTIFICATE OF



10337173

FE A305 QR19

26866914

ID-3517 4-90TW
01-475520-8

VEHICLE IDENTIFICATION NUMBER

1EMPUL8L3XLC47394

2ND VEHICLE IDENTIFICATION NUMBER

1999

ODOMETER READING

21 ACTUAL

DATE 07/27/1999

TITLE NUMBER

994017581

PRINT DATE

08/18/1999

WEIGHT

LENGTH

WIDTH

HOLE

HORSEPOWER

PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

KETTERLING, LYNN OR
KETTERLING, R JEANNE
100 N 160 W
RUPERT, ID 83350

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.

ODOMETER READING - Reading is actual unless indicated otherwise.
(NO TENTHS) DATE:

☐ In Excess of Mechanical Limits

☐ Exempt

☐ Not Actual - Warning: Odometer Discrepancy

☐ No Device

DATE SOLD

SELLING PRICE

PURCHASER'S PRINTED NAME(S)

ADDRESS

SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

CITY

STATE

I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE:

On basis of the odometer certification made by the seller:

PURCHASER'S/REPRESENTATIVE'S SIGNATURE

and PURCHASER'S/REPRESENTATIVE'S SIGNATURE (if representative's purchase - State)

Lienholder Section

FIRST LIEN

FORD MOTOR CREDIT COMPANY

PO BOX 105704

ATLANTA, GA 30348-5704

RECORDED 07/27/1999

SECOND LIEN

SIGNATURE RELEASING LIEN

DATE

SIGNATURE RELEASING LIEN

DATE

NEW LIENHOLDER'S NAME

ADDRESS

CITY

STATE

03482101